

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - UCC-1 (USE UCC-1F for FARM PRODUCTS)

INSTRUCTIONS (Items marked * are optional):

- PLEASE TYPE.
- List exact name of business and, if individual, list LAST name of debtors first.
- Please verify and enter Social Security number for each debtor. Businesses list tax I.D. numbers.
- Please check debtor type P if individual and C if commercial (commercial includes sole proprietorship).
- List complete address to include county code and nine-digit zip code.
- If collateral is fixtures, or will be fixtures when installed, or covers minerals or standing timber, a legal description of real estate and name of record owner or lessee are required.
- County codes should be included and are listed on the back of form.
- If space provided for any item(s) is inadequate, the item(s) should be continued on Form UCC-E.
- Submit completed form in triplicate with appropriate filing fee to Secretary of State UCC Division, P.O. Box 136, Jackson, MS 39205-0136 and/or Chancery Clerk of proper county.

This Financing Statement is presented to the Filing Officer pursuant to the Uniform Commercial Code, UCC-1
STATE OF MISSISSIPPI

Transmitting Utility -

BOOK **909** PAGE **507**

1. Debtor(s)

WN Stateline, LLC

Debtor (Last Name First)/Business Name

889 Ridgeland Blvd., Suite 105

Mailing Address

Memphis

City

T N

State

*County Code

38120

Zip

*Type of Debtor:

P

C

*Tax ID/SS.#

2. Secured Party

PNC Bank, Kentucky, Inc.

Secured (Last Name First)/Business Name

500 West Jefferson Street, Suite 1200

Address

Louisville

City

K Y

State

*County Code

40202

Zip

*Type of Secured:

P

C

*Tax ID/SS.#

Debtor (Last Name First)/Business Name

Mailing Address

City

State

*County Code

Zip

*Tax ID/SS.#

P

C

3. Assignee

Assignee (Last Name First)/Business Name

Address

City

State

*County Code

Zip

*Tax ID/SS.#

P

C

4. This Financing Statement covers the following types (or items) of property:

See Exhibit "B" attached hereto for a description of the types (or items) of property located on the real property described on Exhibit "A" attached hereto.

This Financing Statement is to be filed in both the personal and real property records.

RECEIVED & FILED
W.E. DAVIS
CHANCERY CLERK
May 28 4 48 PM '97
302-5-97
DESOTO COUNTY
HERNANDO, MISS.

FOR FILING OFFICE USE ONLY

5. Check ☒ if this statement is filed without the Debtor's signature to perfect a security interest in collateral:

- ☐ already subject to a security interest in another jurisdiction when it was brought into this state or when Debtor's location was changed to this state.
- ☐ which is proceeds if the security interest in the original collateral was perfected.
- ☐ where the original filing has lapsed.
- ☐ acquired after a change of name, identity, or corporate structure of the Debtor.
- ☐ if lien to secure payment of royalty proceeds (effective 1 year).

6. Check ☒ if covered: ☐ Products of collateral.

8. Financing Statement is filed with: Chancery Clerk - DeSoto County

7. Number of additional sheets attached: 3

WN Stateline, LLC

By: 

Signature(s) of Debtor(s)

Signature(s) of Secured Party(ies)

(required only when filed without Debtor signature)

UCC-1 Approved for Use by The Secretary of State of Mississippi 11/01/86

EXHIBIT "A"

Lot 1, WN Stateline Subdivision in Section 24, Township 1 South, Range 8 West, City of Southaven, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 56, Page 49, in the office of the Chancery Clerk of DeSoto County, Mississippi.

WN Stateline, LLC

Exhibit B
To
UCC-1 Financing Statement
naming WN Stateline, LLC
as Debtor
and PNC Bank, Kentucky, Inc.
as Secured Party

All right, title and interest of Debtor in and to all fixtures, attachments, appliances, equipment, machinery and other articles (the "Fixtures") now or hereafter attached to the buildings and improvements (the "Improvements") now or hereafter erected on the real property described in Exhibit A attached hereto (the "Property") now owned or hereafter acquired by Debtor and all replacements, replacement parts, repairs, repair parts, accessions, substitutions, and accessories to or incorporated therein or affixed thereto and all proceeds and products thereof therein or affixed thereto;

All right, title and interest of Debtor in and to all personal property (the "Personal Property") now owned or hereafter acquired by Debtor and now or at any time hereafter located on or at the Property or used or arising in connection therewith. The term "Personal Property" shall include but not be limited to: all goods, machinery, tools, building materials, proceeds (including tort claims and insurance proceeds), condemnation awards, equipment (including fire sprinklers and alarm systems, office, air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreational, window or structural cleaning rigs, maintenance, exclusion of vermin or insects, removal of dust, refuse or garbage and all other equipment of every kind), lobby and all other indoor or outdoor furniture (including tables, chairs, planters, desks, sofas, shelves, lockers and cabinets), wall safes, furnishings, appliances (including iceboxes, refrigerators, fans, heaters, stoves, water heaters and incinerators), inventory, rugs, carpets and other floor coverings, draperies and drapery rods and brackets, awnings, window shades, venetian blinds, curtains, lamps, chandeliers and other lighting fixtures and office maintenance and other supplies, and any and all property of similar type or kind now or hereafter located on or at, or used in connection with, the Property and all replacements, replacement parts, repairs, repair parts, accessions, substitutions, and accessories to or incorporated into any of the foregoing or affixed to any of the foregoing and all proceeds and products of the foregoing;

All right, title, and interest of Debtor in and to all contracts, options, agreements and commitments to purchase the Property in whole or in part or to furnish financing for the construction, development or holding of the Property in whole or in part.

All the estate, interest, right, title, and other claim or demand, including claims or demands in and to the proceeds of insurance with respect thereto, that Debtor now has or may hereafter acquire in and to the Property, the Improvements, the Fixtures and the Personal Property, and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part thereof, including without limitation any awards resulting from a change of grade of streets and awards for severance damages; and

All right, title and interest of Debtor in and to [i] all architectural and engineering drawings, plans, specifications, studies, reports and other materials of every nature whatsoever relating to the construction and/or renovation of improvements on the Property and owned by Debtor or prepared in fulfillment of any obligation to Debtor under the contracts hereinafter described, whether such drawings, plans, specifications, studies, reports and other materials exist on the date hereof or come into existence in the future; and [ii] all contracts, whether now existing or hereafter arising, to which Debtor is a party and relating to the preparation of any of the plans and specifications with architects, engineers and any other party; and [iii] all contracts, whether now existing or hereafter arising, to which Debtor is a party with any person furnishing labor, materials, equipment, and/or components for any part of process in construction and/or renovation of improvements on the Property.

WN Stateline, LLC

Exhibit B
To
UCC-1 Financing Statement
naming **WN Stateline, LLC**
as Debtor
and **PNC Bank, Kentucky, Inc.**
as Secured Party

All right, title, and interest of Debtor in and to all contracts, options, agreements and commitments to purchase the Property in whole or in part or to furnish financing for the construction, development or holding of the Property in whole or in part.

All the estate, interest, right, title, and other claim or demand, including claims or demands in and to the proceeds of insurance with respect thereto, that Debtor now has or may hereafter acquire in and to the Property, the Improvements, the Fixtures and the Personal Property, and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part thereof, including without limitation any awards resulting from a change of grade of streets and awards for severance damages; and

All right, title and interest of Debtor in and to [i] all architectural and engineering drawings, plans, specifications, studies, reports and other materials of every nature whatsoever relating to the construction and/or renovation of improvements on the property in Red Bank, Tennessee described in Exhibit A hereto (the "Property") and owned by Debtor or prepared in fulfillment of any obligation to Debtor under the contracts hereinafter described, whether such drawings, plans, specifications, studies, reports and other materials exist on the date hereof or come into existence in the future; and [ii] all contracts, whether now existing or hereafter arising, to which Debtor is a party and relating to the preparation of any of the plans and specifications with architects, engineers and any other party; and [iii] all contracts, whether now existing or hereafter arising, to which Debtor is a party with any person furnishing labor, materials, equipment, and/or components for any part of process in construction and/or renovation of improvements on the Property.